

**BOARD OF CHOSEN FREEHOLDERS  
CAPE MAY COUNTY, NEW JERSEY  
RESOLUTION**

**No. 320-09**

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN CAPE MAY COUNTY AND THE COUNTY SHERIFF'S  
DEPARTMENT SUPERIOR OFFICERS ASSOCIATION/F.O.P. LODGE #7**

**WHEREAS**, an agreement has been reached by and between the County of Cape May and the Cape May County Sheriff's Department Superior Officers Association/F.O.P. Lodge #7 and it is desired to authorize the execution of a formal written contract.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Cape May, that the proper officers of the Board, to wit, the Director and the Clerk of the Board, be and they are hereby authorized and directed to execute a contract between the County of Cape May and the Cape May County Sheriff's Department Superior Officers Association/FOP Lodge #7, effective January 1, 2009 through December 31, 2012, in the form attached hereto and by this reference made a part hereof as Schedule "A".

**STATEMENT**

This Resolution authorizes a four-year labor agreement with the Cape May County Sheriff's Department Superior Officers Association, Fraternal Order of Police, (FOP) Lodge #7.

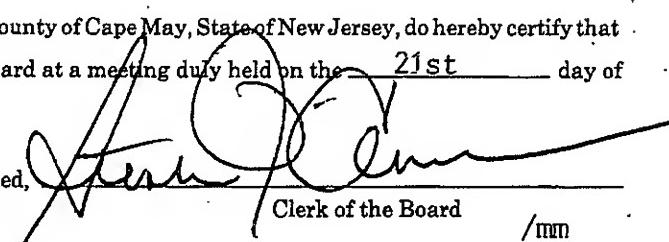
cc: F.O.P. Lodge #7  
Sheriff's Department  
County Treasurer  
Human Resources  
File: Sheriff/F.O.P. Lodge #7

STATE OF NEW JERSEY ss:  
COUNTY OF CAPE MAY

I, Stephen O'Connor, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the 21st day of

April 2009

Signed,

  
Clerk of the Board

/mm

RECORD OF VOTE						
Freeholders	Ayes	Nayes	Abstain	Absent	Moved	Second
Mr. Beyel	✓					
Mr. Thornton	✓					✓
Mr. Sheets	✓				✓	
Mr. Desiderio	✓					
Mr. Bakley	✓					

✓ Indicates Vote Moved-Resolution Offered Second-Resolution Seconded

**AGREEMENT**

**Between**

**CAPE MAY COUNTY  
CAPE MAY COURT HOUSE, NEW JERSEY**

**and**

**CAPE MAY COUNTY SHERIFF'S OFFICE  
SUPERIOR OFFICERS ASSOCIATION / FOP LODGE #7**

**Effective January 1, 2009 through December 31, 2012**

**AGREEMENT**

**Between**

**CAPE MAY COUNTY  
CAPE MAY COURT HOUSE, NEW JERSEY**

**and**

**CAPE MAY COUNTY SHERIFF'S OFFICE  
SUPERIOR OFFICERS ASSOCIATION / FOP LODGE #7**

**Effective January 1, 2009 through December 31, 2012**

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PREAMBLE

This Agreement, entered into this      day of      , 2009 by and between the COUNTY OF CAPE MAY, in the County of Cape May, New Jersey, hereinafter called the "County", and the CAPE MAY COUNTY SHERIFF'S OFFICE SUPERIOR OFFICERS ASSOCIATION/FOP LODGE #7, hereinafter called the "FOP", represents the complete and final understanding on all the issues bargained between the County and the FOP on behalf of all Sheriff's and Correction's Captains and Lieutenants of the Cape May County Sheriff's Office.

## ARTICLE ONE

### PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13A-5.1, et. seq.), of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the County and its employees; to prescribe the rights and duties of the County and the employees; and to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interest of the people of the County of Cape May and its employees and the County.

## ARTICLE TWO

### RECOGNITION

It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the Department of Personnel, Chapter 303 of the Laws of 1968, and as amended, the statutes of the State of New Jersey, and the Resolutions, and the Rules and Regulations of the County of Cape May. Where any Resolution or Rule and Regulation, or part thereof, of the County or its various Departments is inconsistent with any term or condition of this contract, the terms and conditions of this contract shall prevail and shall supersede said inconsistent Resolution, Rule and Regulation, or part thereof.

In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated August 19, 1997, (Docket No. RO-97-111) the County recognizes the FOP as the sole and exclusive representative of all those certain employees of the County of Cape May covered in the aforementioned certification including all Sheriff's and Correction's Captains and Lieutenants employed by the Cape May County Sheriff and the Cape May County Board of Chosen Freeholders excluding all managerial executive and confidential employees as defined by the Act, non-police employees, non-supervisory employees, and all other employees.

## ARTICLE THREE

### MANAGEMENT RIGHTS

A. The County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To exercise all management functions and responsibilities, that the County has not expressly modified or restricted by a specific provision of this Agreement;
2. To exercise all management and administrative control of the County Government and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the on-the-job activities of its employees;
3. To establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of services and maintenance of the facilities and equipment of the County;
4. To reprimand, suspend, demote, discharge or otherwise discipline employees for cause;
5. To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, lay-off and recall employees and subject to the provisions of Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
6. To determine the number of employees and the duties to be performed;
7. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations;
8. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the County;

9. To relieve its employees from duty because of lack of work, lack of funding or other legal cause;
10. To determine the amount of overtime to be worked;
11. To determine the methods, means and personnel by which its operations are to be conducted;
12. To determine the content of work assignments; and,
13. To exercise complete control and discretion over its organization and the technology of performing its work.

B. In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the County on behalf of the taxpayers and that the County cannot bargain away or eliminate any of its managerial rights.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

D. The County agrees to review and discuss with representatives of the FOP any managerial decisions affecting job classifications or duty changes which may be created due to the New Jersey Department of Personnel Reclassification prior to implementation or any other matter that may affect hours, wages or conditions of employment.

E. The County agrees to hold harmless any member of the bargaining unit whose position or job classification may be affected by a New Jersey Department of Personnel Reclassification.

## ARTICLE FOUR

### DEFINITIONS

The following words and terms, when used in this contract, shall have the following meanings, unless the contents clearly indicate otherwise:

Permanent Employee- means an employee who has acquired Department of Personnel permanent status in his/her position after the satisfactory completion of a working test period.

Provisional Appointment- means the appointment to a permanent position pending the regular appointment of an eligible person from a special re-employment, regular re-employment or employment list.

Retired Employee- an employee who retires from a State administered retirement system.

Dependents- includes employee's spouse and any employee's unmarried children (including any stepchildren, legally adopted children and foster children) dependent upon employee for complete support and maintenance and who have been reported for insurance between birth until 23 years of age under the current medical plan which may change during the life of this contract to 19 years of age unless a full time student attending an accredited college. Persons insured as employees are not included as dependents.

Immediate Family – means father, mother, spouse, child, foster child, sister or brother of the employee or any other relationship recognized and protected by State statute. It shall also include relatives of the employee residing in the employee's household.

Grievance- any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions that affect the terms and conditions of employment of an employee.

Anniversary Date- all employees shall have an anniversary date of January 1<sup>st</sup> for purposes of computing vacation entitlement and longevity payments.

**ARTICLE FIVE**  
**GRIEVANCE PROCEDURE**

**A.      Purpose**

1.      The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2.      Nothing contained herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with the designated Undersheriff and having the grievance adjusted without the intervention of the FOP.

3.      Any grievance may be raised by any employee or by the FOP

**B.      Steps of the Grievance Procedure.**

The following constitute the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived by mutual consent. For the purposes of this Article, "working days" shall be defined as Monday through Friday, irrespective of the employee's work schedule.

**1. STEP ONE:**

(a)     An aggrieved employee shall institute an action under the provisions hereof by submitting his grievance in writing within five (5) working days after the occurrence upon a form provided by the FOP to the FOP Representative, who in turn shall forthwith file one (1) copy with the County Sheriff designee and one (1) copy with the Undersheriff designated by the Sheriff to handle grievances. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to file this grievance in writing as

aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance.

(b) The Undersheriff shall render a written decision within five (5) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance, and shall entitle the employee to submit the grievance to Step Two.

## **2. STEP TWO**

(a) In the event a satisfactory settlement has not been reached with the Undersheriff, the employee may appeal his grievance to the Sheriff (or his representative) within five (5) working days following receipt by the employee of the written determination of the Undersheriff. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Sheriff.

(b) The Sheriff or his representative shall render a written decision within five (5) working days from receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

## **3. STEP THREE:**

In the event that the grievance has not been resolved at STEP TWO, the following provisions and procedures shall apply. The parties agree that there are two (2) types of grievances for the purposes hereinafter set forth more particularly as follows:

### **Type One:**

Grievances involving the meaning, application or interpretation of the terms of this Agreement.

**Type Two:**

Grievances involving the interpretation or application of Rules and Regulations, policies, or administrative decisions which affect the terms and conditions of employment of an employee.

**Type One Grievance**

In the event that a Type One grievance has not been resolved at STEP TWO, the employee may, within ten (10) working days following receipt by him/her of the determination of the Sheriff, submit the matter to the Public Employment Relations Commission for binding arbitration. In the event that the employee shall elect to submit the Type One grievance for binding arbitration, the following provisions shall apply:

- (1) An Arbitrator shall be selected pursuant to the Rules of the Public Employment Relations Commission.
- (2) The Arbitrator shall be bound by the parameters of the Type One grievance definition stated above in this Article Five of this Agreement.
- (3) The decision of the Arbitrator shall be final and binding upon the parties.
- (4) The costs of the services of the Arbitrator shall be borne equally by the County and the FOP. The Arbitrator shall set forth the findings of fact and reasons for making the Award within thirty (30) calendar days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

**Type Two Grievance**

In the event that a Type Two grievance has not been resolved at STEP TWO, the employee may within ten (10) working days following receipt of the determination of the Sheriff,

submit the Type Two matter to the Public Employment Relations Commission for non-binding arbitration. In the event that the employee shall elect to submit the Type Two grievance for non-binding arbitration, the following provisions shall apply:

- (1) An Arbitrator shall be selected pursuant to the Rules of the Public Employment Relations Commission.
- (2) The Arbitrator shall be bound by the parameters of the Type Two grievance definition stated above in this Article Five of this Agreement.
- (3) The decision of the Arbitrator shall not be binding upon either party. Each party shall review the findings of the Arbitrator and certify to the other within ten (10) days of receipt thereof in writing whether the finding will be accepted.
- (4) The costs of services of the Arbitrator shall be borne equally by the County and the FOP or PBA, as applicable to the employee. The Arbitrator shall set forth the findings of fact and reasons for making his non-binding decision within thirty (30) calendar days after the conclusions of the arbitration hearing, unless otherwise agreed to by the parties.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this Agreement between the Employer and the FOP shall be utilized for any dispute covered by the terms of this Agreement or affecting the employees covered hereunder.

C. **FOP Representation in Grievance Procedure**

1. At the request of the aggrieved employee, an FOP representative may participate in the grievance procedure at Step One.
2. The representative or the President of the FOP may participate in the grievance procedure at Step One.

3. The representative and business agent or President of the FOP may participate in the grievance procedure at Step Two.

4. At any meeting between a representative of the County and an employee in which discipline (including warnings and reprimands which are to be included in the personnel file, suspension, demotion, discharge or withholding of wages because of tardiness or unauthorized absence) is to be announced, an FOP representative may be present if the employee so requests.

5. All disciplinary matters will be handled under the present provisions of the Department of Personnel Regulations and Statutory Law and will not be processed under the grievance procedure.

6. In the event an off-duty employee is subpoenaed by the County to testify or participate in any grievance or disciplinary hearing, he/she shall be paid at time and one-half. In the event an on-duty employee is subpoenaed or called to testify or participate in any grievance or disciplinary hearing, he/she shall suffer no loss of pay.

7. The parties to the collective bargaining agreement agree that the FOP, and only the FOP, may process a grievance arbitration, whether binding or advisory.

**ARTICLE SIX**  
**DISCIPLINARY ACTION**

A. The County acknowledges the principal of progressive discipline, consistent with the nature and severity of the offense. The discipline issued by the County may be in any of the following forms:

- (a) Informal Counseling
- (b) Formal Counseling/Oral Warning
- (c) Written Warning
- (d) Written Reprimand
- (e) Minor Suspension – no more than five (5) days
- (f) Major Suspension – over five (5) days
- (g) Demotion
- (h) Dismissal

B. Except for forms (a) and (b) above, prior to administering any discipline, the County shall undertake fair and objective fact-finding, which will provide the opportunity for the employee to present his/her response to any allegations.

C. The FOP (or PBA, as applicable to the employee) President and/or designee (limited to one (1)) is entitled to attend office of Administrative Law (OAL) hearings without loss of pay, provided that the County Administrator is given written notice of the designee.

D. The imposition of any disciplinary action will be in compliance with the current guidelines of the New Jersey State Attorney General.

## ARTICLE SEVEN

### SENIORITY

- A. For the purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave and longevity, Seniority shall be defined as continuous employment with the County from the date of hire.
- B. For purposes of promotions, demotions or the scheduling of vacation time-off, Seniority shall be defined as length of service from date of employee's certification by the New Jersey Department of Personnel in his/her present title.
- C. For purposes of layoff, Seniority shall be defined as the employee's length of service from his/her date of initial Certification by the Department of Personnel.
- D. The County shall utilize experience, performance, ability, aptitude, qualifications, attendance, physical condition and the results of the New Jersey Department of Personnel examination as the criteria for promotions of employees to job classifications for a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall be the deciding factor.
- E. The County shall mail or hand deliver to the FOP Representative at his/her office address, to be supplied to the County by the FOP, copies of all Job Opportunity Bulletins, New Jersey Department of Personnel Test Notifications, and all other correspondence, notices, or other materials forwarded to or received from the New Jersey Department of Personnel concerning job openings or opportunities relating to the classifications covered in this Agreement within seventy-two (72) hours of receipt or transmittal of same.

ARTICLE EIGHT  
UNION REPRESENTATIVES

A. Accredited representatives of the FOP (or PBA, as applicable to the employee) may enter the County facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the FOP/PBA decides to have its representative enter the County facilities or premises, it will request such permission from the appropriate County representatives, and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of County government or normal duties of employees. There shall be no FOP/PBA business transacted nor meeting held on County time or property.

B. One (1) FOP representative and an alternate may be elected to represent the FOP in grievances and other problems which might arise. The FOP shall furnish the Board of Chosen Freeholders and the Sheriff the names of these representatives at the time of the execution of this Agreement and at any time during which a change may be made during the contract.

C. Pursuant to N.J.S.A. 40A: 14-177, the County agrees to grant a leave of absence with pay to the duly authorized representative of the FOP to attend any State or National convention of such organization. A certificate of attendance to the State or National convention shall be submitted by the representative so attending. Leave of absence shall be for a period inclusive of the duration of the convention, with a reasonable time allowed for time to travel to and from the convention.

ARTICLE NINE  
HOURS AND OVERTIME

A. For all uniformed officers in the Sheriff's Office, the work week will consist of eight hours per day, forty hours per week, which may be scheduled Sunday through Saturday inclusive. All employees shall be scheduled for two (2) consecutive twenty-four (24) hour periods off, within the work week, except when changing steady shift assignments. Except in emergent situations, any variance of this provision will result in the affected officer receiving eight (8) hours overtime pay as outlined in Subsection B of this Article. The time taken for meals will be included in the day as part of the day, such time shall not exceed one (1) hour.

B. The Sheriff and County reserve the right to change the normal work hours and days per week and to establish new work hours and work days per week up to the maximum hours permitted under the Fair Labor Standards Act and its various options and elections.

C. It is understood that Captains shall not be entitled to overtime. All hours worked by the Lieutenants in connection with command duties in excess of the normal work day or normal work week, shall be compensated for the rate of one and one-half (1½) the straight time rate. Overtime will be compensated in one-half hour units, fractional portions being counted as a full half (1/2) hour except that no payment will be made for an initial period of less than fifteen (15) minutes.

D. All Lieutenants when required to appear in any Court or Administrative Agency while off-duty for matters which arise out of their employment shall be entitled to overtime.

E. Lieutenants shall be permitted to use compensatory time within a reasonable period after making a request unless the use of such time would be unduly disruptive to the Sheriff's Office. Compensatory time must be utilized within the calendar year earned. In the event a Lieutenant has been unable to use compensatory time during the calendar year because such use has not been permitted by the County due to work requirements, then the Lieutenant shall be permitted to carry over and to use such time during the first calendar quarter

of the next succeeding calendar year. In the event a Lieutenant has failed to utilize the compensatory time during the calendar year because said Lieutenant has not requested to use the Lieutenant's accrued compensatory time, then the County may direct the Lieutenant to take specific days off during the first calendar quarter of the next succeeding calendar year until the previous year's compensatory time has been fully utilized.

If a Lieutenant whose compensatory time is carried over from the first to the second calendar quarter attempts to use compensatory time but is denied permission by the County due to work requirements for two successive quarters of the succeeding calendar year as set forth above, the County shall be obligated to pay the Lieutenant not later than July 30<sup>th</sup> the cash value of the compensatory time utilization of which was denied by the County. Prior to directing a Lieutenant to take a specific day or days off, the County will confer with the Lieutenant and endeavor to determine mutually acceptable days off. If no mutually acceptable days off can be agreed upon, the County shall direct the specific days off, subject to the limitations set forth above.

F. When Lieutenants are called in for a specific duty assignment from an off-duty day they shall be paid a minimum of four (4) hours at straight time. The Sheriff or the Sheriff's designee reserves the right to have the employee work the full four (4) hours in question.

G. In the event Lieutenants are directed to remain on duty beyond the end of their shift, they shall be paid at the rate of time and one-half (1½) for the time up to the start of their next regularly scheduled shift.

H. Lieutenants qualifying to carry off-duty weapons will qualify or requalify on their own time. Mandated re-qualification for service weapons will be done during on-duty hours.

I. Except as provided in sub-paragraph I above, other types of mandated in-service training if not during a normal work day should be paid at a rate of time and one-half (1½).

J. Lieutenants working a holiday will be entitled to double time compensation for all continuous hours exceeding eight hours for that day. All compensatory eligible time will be governed by Federal Law.

## ARTICLE TEN

### HOLIDAYS/PERSONAL DAYS

A. Effective January 1, 2005, the following holidays shall be recognized:

- |                                                   |                                                |
|---------------------------------------------------|------------------------------------------------|
| 1. New Year's Day                                 | 8. Columbus Day (2 <sup>nd</sup> Mon. of Oct.) |
| 2. Martin Luther King, Jr. Day                    | 9. Veteran's Day                               |
|                                                   | 10. General Election Day                       |
| 3. President's Day (3 <sup>rd</sup> Mon. of Feb.) | 11. Thanksgiving Day                           |
| 4. Good Friday                                    | 12. Day after Thanksgiving                     |
| 5. Memorial Day (4 <sup>th</sup> Mon. of May)     | 13. Christmas Day*                             |
| 6. Independence Day                               | 14. Three (3) Personal Leave Days              |
| 7. Labor Day                                      |                                                |

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid at a rate of two and one-half (2 ½) times the straight time rate for the actual hours worked on the holiday; provided, however, that each such employee shall be paid for a minimum one-half (1/2) day at the above prescribed rate. Employees may elect to receive holiday pay at one and a half (1 ½) times the straight time rate and be given a day off with pay at a later date. However, if the requested day off would cause overtime the employee agrees to accept straight time pay for that day, payable on the last pay period in December. In the event that the Sheriff and employee cannot mutually agree on a specific day off by the end of the calendar year, the employee shall be paid the day's salary the last pay period in December. If an employee has not requested a particular day off, the Sheriff may direct him to take a specific day off.

C. For employees working a five (5) day work week (Monday through Friday), holidays which fall on Saturday will be celebrated on the preceding Friday; holidays which fall on a Sunday will be celebrated on the following Monday. For employees working other than a five (5) day, Monday-Friday, work week as described above, holidays will be celebrated on the date on

which they actually fall, except where altered by an Act of Congress. It is understood that all unworked Holidays are considered 8 hours.

D. If an employee has a scheduled regular day or excused absence off on a holiday he/she shall be provided another day off at a later date. If the employee's request to use this day is denied because it would result in overtime compensation the employee agrees to accept straight time pay for that day, payable the last pay period in December.

E. Personal leave days are to be used by the employee for personal reasons and subject to the following conditions: A personal leave day shall be granted by the County upon prior request of the employee submitted to the Sheriff or his designee. Said request shall be granted, at the discretion of the Sheriff or his designee so long as the Employee's absence can be granted without interference with the proper conduct of the department. Such request will not be unreasonably denied. Personal leave days shall not accumulate, but must be used in the calendar year. Personal Leave Days are earned on a pro-rated basis. The beginning of each calendar year, in anticipation of continued employment, employees shall be credited with three (3) Personal Leave Days. An employee who leaves County service before the end of a calendar year shall have his or her Personal Leave Days pro-rated, based upon time earned. An employee shall reimburse the County for paid Personal Leave Days used in excess of his or her pro-rated entitlement. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May. Personal Leave is not earned during the period of time while employee is on suspension or leave of absence without pay. Personal leave shall be earned during a special leave of absence for work-related injury sustained during the performance of duties with the scope of the definition, distinguishing characteristics, standards, or examples of work set forth in the County Correction Officer or Sheriff's Officer Job Description, with the exception of injuries sustained in connection with clerical duties.

F. To be entitled to Holiday Pay, an employee must be present the last scheduled

workday prior to the holiday and the first scheduled workday after the holiday, except for a bona fide authorized absence as approved by the Sheriff or his designee. Employees who work on holiday but take undocumented sick time the day before or after the holiday shall have the total amount of sick leave used or deducted with pay as well as forfeit the additional holiday day off.

G. If an employee is absent due to illness on the next workday preceding the holiday or the day following the holiday, the employee must present acceptable medical documentation to be entitled to Holiday Pay.

## ARTICLE ELEVEN

### VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; thereafter annual vacation leave with pay shall be granted according to the following schedule:

<u>Length of Service</u>	<u>Number of days</u>
Up to 6 years	12
7 – 15 years	15
16 – 20 years	17
21 – 22 years	20
over 22 years	25

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

C. Annual Vacation Leave with pay is earned on a pro-rated basis upon an employee's service with the County. Each employee shall become entitled to his or her entire vacation period specified in Paragraph "A" above on January 1<sup>st</sup> of said year. An employee who leaves County service before the end of the calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the County for paid vacation leave days used in excess of his or her pro-rated entitlement. The above shall not apply in the event of death or after ten (10) years of service. An employee who leaves County Government service shall be paid for unused earned vacation leave. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May. An employee who exhausts all paid

vacation leave in any one year shall not be credited with additional paid vacation until the beginning of the next calendar year. Upon death of employee, unused vacation shall be paid to employee's estate. Vacation leave is not earned during the period of time while employee is on suspension or on Leave of Absence without pay. Vacation leave shall be earned during a special leave of absence for work-related injury sustained during the performance of duties within the scope of the definition, distinguishing characteristics, standard, or examples of work set forth in the County Correction Officer series or Sheriff's Officer series Job Description, with the exception of injuries sustained in connection with clerical duties.

ARTICLE TWELVE  
HEALTH BENEFIT PROGRAM

- A. The County will provide a Health Benefit Program which includes the following coverages:
1. A Hospitalization/Surgical Medical Benefit Plan subject to a one hundred (\$100.00) dollar co-payment which applies to each hospital admission up to a maximum of two (2) hospital admissions per calendar year per family.
  2. An unlimited maximum on Major Medical coverage after an initial \$200.00 individual deductible/\$400.00. Aggregate deductible with 80% co-insurance up to \$2,500.00.
  3. An eye care coverage plan for all employees and their dependents covered under this Agreement.
  4. A prescription insurance plan for all employees and their dependents with an \$12.00 co-pay for non-formulary drugs or non-generic drugs. A \$8.00 co-pay for formulary drugs or an alternative zero (0) co-pay for generic drugs. Employees may order prescriptions by mail where the prescriptions are repetitive maintenance medications which have been taken by the employee for sixty (60) days and have been designated as repetitive maintenance medications by the County. Mail order prescriptions shall include a \$16.00 co-pay with an \$10.00 alternate co-pay for formulary drugs or an alternate zero (0) co-pay for generic drugs for a ninety (90) day supply.
  5. A disability coverage insurance plan with benefits of \$150.00 per week for a period of twenty-six weeks (26) will be provided. Coverage under this program will begin when the employee exhausts all accrued sick time and/or has completed an eight (8) scheduled workday waiting period.

Employees will only be entitled to this \$150.00 amount for an aggregate total of twenty-six (26) weeks for the life of this Agreement. Thereafter, they will only be entitled to the \$90.00 per week for thirteen (13) weeks.

Benefits available to employees under this plan shall be denied and shall at any time be denied or discontinued by the County in any of the following events:

- a. It finds said employee unreasonably refuses, prevents or hinders medical examinations from time-to-time as the County may require.
- b. Employee is found not to be disabled as herein provided.
- c. Employee is found to be employed for wage, profit or gain for any employer other than the County.
- d. Employee resigns or is terminated for cause.
- e. No employee shall receive benefits hereunder if his disability shall be found to be a result of any of the following causes:
  - (1) Chronic alcoholism or use of stimulants, drugs or narcotics, except as prescribed by a Physician, or as specifically mandated under the Americans With Disabilities Act (A.D.A.).
  - (2) Committing unlawful acts.
  - (3) Being engaged in some other business or occupation for profit.

6. Life Insurance coverage for each employee in the amount of \$5,000.00.

The County reserves the right to implement a self-insurance plan for both its current life and disability programs provided that it provides the same level of benefits to the employees.

7. A full Family Dental Care Plan with a maximum coverage of \$1,500.00 per covered family member per year.

8. In order to contain the rising costs of Health benefits, anytime within the life of this agreement the current employee co-payments toward emergency room treatments may be increased to a ceiling of \$50.00. For employees enrolled in the Alternate Plan, doctor's office visits may be increased to a ceiling of \$20.00. For employees enrolled in the Basic Plan, the doctor's office visits may be increased to a maximum of \$10.00

9. Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees with twenty-five (25) years of service with the County of Cape May until the death of the employee, including where applicable, dependent coverage.—Coverages provided to retiring employees shall be subject to the same provisions, including but not limited to co-payments required from active employees.

In lieu of the County's group plan for active employees, the County also reserves the right to offer a supplemental plan to these retirees if it determines that it will contain the overall health benefit cost increases. It is understood that any changes to the plan will continue to provide a level of coverage that is on balance appreciably comparable to the current coverage and will not incur additional cost to the employee.

10. The opt-out amount for active and retired Employees will increase to \$2,500.00 per year if the employee has health coverage from another source other than the County. In the event both spouses work for the County, the amount of the opt out will remain \$1,500.

(a) For purposes of the determination of which spouse will be covered and which spouse will be receiving the \$1,500.00 in lieu of coverage payment (whether active or retired), the employee or retiree who has the first birth date in the year will be designated the policyholder and the

Employee or retiree with the second birth date in the year will receive the opt-out payment.

(b) Upon death or divorce of either spouse, the opt-out provision of the policy will cease and they will revert to their own policies.

11. In the event of death of a full-time employee of the County, whether active or retired (if the employee was receiving coverage as per the provisions of the Agreement), the employee's spouse and dependents (if eligible to receive coverage under the County's policy) shall be covered by the County's hospitalization premium as set forth herein. Such coverage shall be based upon the deceased employee's length of service with the County immediately prior to death as follows:

(a) Employees with more than five (5) years and less than ten (10) years of service - Spouse/family would have one (1) additional year of coverage.

(b) Employees with more than ten (10) years of service, but less than twenty-five (25) years of service - two (2) years of additional coverage.

(c) Active and retired employees with twenty-five (25) or more years of service - three (3) years of additional coverage.

It is agreed, however, that should a spouse remarry, such coverage shall cease immediately.

B. All eligible employees will be enrolled in a Health Benefit program selected by the County. As of January 1, 2009 the selected plan will be Direct 5 of Horizon Blue Cross and Blue Shield. Employees with a salary of \$50,000 or greater will be responsible to contribute toward the premiums of their health insurance \$23.08 per pay for family coverage and \$18.46 per pay for single coverage. Employees with a salary of less than \$50,000 will be responsible to contribute \$16.00 per pay for family coverage and \$12.00 per pay for single coverage.

C. Employees who can certify other health care coverage may elect to opt-out of coverage and receive a payment of \$2,500.00 per annum pro-rated for the period of time each calendar year that coverage does not apply to the employee. Checks for opting out will be issued on or about December 1st of each year.

D. The County will pay an employee, who opts out of Health Benefit coverage but wishes to retain the prescription plan, \$1,000.00 per annum pro-rated for the period of time each calendar year that the County coverage does not apply to the employee.

E. In the event a husband and a wife are both employed by the County, Health Care Insurance Coverages provided hereunder shall be afforded to only one (1) designated spouse with the other spouse covered as a family member. The non-designated spouse shall receive a payment of \$1,500.00 per annum in lieu of coverage. Checks for this payment will be issued on or about December 1st of each calendar year. In the event the designated covered spouse dies, terminates employment or should the marriage be dissolved by divorce, the non-designated spouse shall once again become covered and the \$1,500.00 payment shall be pro-rated. For purposes of the determination which spouse will be covered and which spouse will be receiving the \$1,500.00 in lieu of coverage payment, the employee who has the first birth date in the year will be designated the policyholder and the employee with the second birth date in the year will receive the opt-out payment.

F. Employees who do not work a minimum of thirty-five (35) hours per week shall not be covered by the County's Health Benefit Program set forth above. However, all current employees receiving health benefits with less than the thirty-five (35) hour requirement will be "grandfathered" and continue to be covered by the County Health Benefits.

G. The County reserves the right to review and change the Health Benefit Insurance Coverage set forth above or to implement a Cape May County Self-Insured Health Benefit Plan

during this contract as long as the level of coverage provided is on balance appreciably comparable to the current coverages.

H. In the event an employee undertakes drug or alcohol rehabilitation under the County's Health Care Benefit Plan, the employee may apply for a leave of absence and such leave will not be unreasonably denied.

I. Disability Health Benefits: Accidental Disability Health Benefits: When an officer is retired due to an accidental disability resulting from his official duties and such disability is in accordance with the provisions of specific State pension guidelines, the County will continue to provide his/her existing health benefit package for up to up to five (5) years for employees with less than ten (10) years of service and ten (10) years of coverage for employees with ten (10) to nineteen years of service or until another plan becomes effective. If an employee with twenty (20) or more years of service is retired because of an accidental disability, they will receive health benefits up to the age of Medicare eligibility.

J. When major discipline of sixty (60) days or more of a suspension is imposed, the affected employee will be responsible to pay their own health insurance cost at the COBRA rates. The County will continue the health care coverage until the employee returns. If the employee does not pay the County for their health care costs during the suspension, their wages will be reduced when they return by One Hundred (\$100.00) Dollars per pay period until the COBRA amount is fully paid. In the event that both the suspended employee and a spouse have county benefits, the employee must pay the single COBRA rates.

## ARTICLE THIRTEEN

### SICK LEAVE

#### A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee. For the purpose of these rules, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employee's household or any other relationship recognized and protected by state statute.

3. With the approval of the Sheriff sick leave may be taken on an hourly basis.

#### B. Amount of Sick Leave.

1. One (1) working day of sick leave with pay each month of service from the date of appointment up to and including the December 31<sup>st</sup> following such date of appointment and fifteen (15) days sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave accumulate to his credit from year-to-year. The employee shall be entitled to such accumulated sick leave with pay if and

when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the Employer for paid working days used in excess of his or her pro-rated and accumulated entitlement. Proration does not apply to County directed layoffs, disability retirement, or to employees who retire with ten (10) years of service or more with the County of Cape May.

2. Temporary, provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, the Sheriff or his designee shall be notified prior to the employee's starting time.

- (a) Failure to so notify the Sheriff or his designee may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- (b) Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

2. The employer reserves the right to contact the employee's home for verification of illness at any time during sick leave so long as there is not an egregious invasion of the employee's privacy.

D. Verification of Sick Leave.

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days or totaling more than ten (10) days in one (1) calendar year, may be required to submit to the Sheriff's Office Personnel Officer acceptable medical documentation substantiating the illness. Any abuse of sick leave shall be cause for disciplinary action. The County may adopt such other sick leave verification procedures that are reasonable and which the County deems appropriate.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

3. The County may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the County, by a physician designated by the County. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees.

E. Sick Leave Payment at Retirement.

Upon retirement, or resignation in good standing after ten (10) years of service, the County agrees to pay each employee an amount equal to fifty (50%) percent of all accrued and unused sick leave up to a maximum payment of fifteen thousand (\$15,000.00) dollars. Employees who have accumulated ten (10) sick days equivalent to each year of service will be paid an amount equal to seventy-five (75%) percent to the fifteen thousand (\$15,000.00) limit.

Upon retirement after 20 years or more of service, an employee who has accrued at least ten (10) days of sick time for each year of service shall be entitled to receive 100% reimbursement for all unused sick time not to exceed a total of fifteen thousand (\$15,000.00) dollars. Bona-fide sick days, supported by a doctor's verification, will be counted as part of the accrued 10-day calculation so that all remaining unused sick time shall be reimbursed at 100%. For example, if an employee has accumulated an aggregate combined amount of unused sick time and doctor verifications for excused absences equaling 200 days for 20 years of service, all unused sick time on the books will be at 100% reimbursement not to exceed fifteen thousand (\$15,000.00) dollars.

F. Sick Leave Incentive.

If an employee does not utilize any sick leave days for a full calendar year (January through December), the employee shall be entitled to one (1) day off with pay.

G. Sick Leave Buy Back.

If permissible under law or regulation, the County will permit an employee to buy back used sick leave days, up to a maximum of ten (10) days per calendar year. The buy back shall be on the basis of the employee paying to the County for such days at the employee's then current base wage.

H. Undocumented Sick Time

Beginning January 1<sup>st</sup>, 2009, an employee who has used seven (7) medically undocumented sick days will be required to remain at their residence or other approved location for every other sick day used for the balance of the year. Any employee leaving their residence or other approved location shall notify their supervisor of the reason for leaving as well as their destination. The employee shall notify their supervisor upon returning home or to their other approved location. Medical documentation is defined as an original, signed physician's prescription note or letterhead document from a licensed physician's office that attests to the employee being treated or seen by said physician and clearly defines the dates in which the employee was treated or under physicians care.

## ARTICLE FOURTEEN

### WORKMEN'S COMPENSATION / INJURY LEAVE

Whenever an employee is disabled through injury or illness as a result of, or arising from, his employment, he or she shall be provided by the County with the same benefits as provided pursuant to N.J.S.A. 34:15-1, et seq. (the Workmen's Compensation Act of New Jersey). The County self-insures coverages required by this Act and these coverages are provided subject to the following conditions:

A. The disability must be due to an injury or illness resulting from the employment.

1. Injuries or illnesses which would not have occurred but for a specific work-related accident or condition of employment are compensable.

2. Pre-existing illnesses, diseases and conditions aggravated by a work-related accident or condition of employment are not compensable when such aggravation was reasonably foreseeable.
3. Illnesses which are generally not caused by a specific work-related accident or condition of employment, are not compensable except when the claim is supported by medical documentation that clearly establishes the injury or illness is work-related.
4. Psychological or psychiatric illness is not compensable, except when such illness can be traced to a specific work-related accident or occurrence which traumatized the Employee thereby causing the illness, and the claim is supported by medical documentation.
5. An injury or illness not compensable when the appointing authority has established that the Employee has been grossly negligent, including those injuries or illnesses arising from impairment due to alcohol or drug abuse.

B. Any accident resulting in injury for which the Employee seeks compensation must occur on the work premises.

1. Work premises are the physical area of operation of the County, including buildings, grounds and parking facilities provided by the County.
2. An injury occurring off the work premises is compensable only when the employee is engaged in authorized work activity or travel between work stations.

C. For the injury to be compensable, it must occur during normal work hours or approved overtime.

1. Injuries which occur during normal commutation between home and the work station or home and a field assignment are not compensable, except when responding in a law enforcement capacity to a call or pursuant to a Sheriff's Office Standard Operating Procedure.

2. Injuries that occur during lunch or break periods are not compensable, except when responding in a law enforcement capacity to a call or pursuant to a Sheriff's Office Standard Operating Procedure. However, employees who are required by the County to remain at a particular job location during lunch and/or work break shall not be precluded from receiving benefits.

D. An employee is required to report to the Sheriff or his designee any work accident or condition claimed to have caused disability upon occurrence or discovery, and is responsible for completing a written report on the matter within twenty-four (24) hours of the occurrence or discovery. The report shall include a statement of when, where and how the injury or illness occurred, and statements of witnesses and copies of all medical reports concerning the injury or illness. The employee is also required to report any work accident/injury to the County's Worker's Compensation representative as well as the County's third party administrator.

The County may require the employee to be examined by a physician designated and compensated by the County.

Whenever the County-designated physician shall report in writing that the employee is fit for work, such leave shall terminate and such employee shall forthwith report for work.

Any employee on injury leave resulting from injury while on County work shall continue to accrue sick leave credits while he or she remains on the payroll.

E. The County may, in its discretion and at its sole option, require an employee who is off on a work related injury, or may allow an employee off on a non-work related injury to perform transitional or modified duty if the County determines it is available. There are no permanent light duty posts in the Sheriff's Office. The designation of a temporary light-duty post is at the discretion of the Sheriff or his designee. The employee's doctor shall provide a modified duty descriptive narrative detailing the range of physical activities the employee is

capable of performing. The narrative shall be submitted to the Sheriff or his designee to determine whether the employee should return to work.

Whenever practical and possible, every effort will be made to assign employees within their department, however, the County reserves the right to assign employees within other areas of County government, if available and needed. If the employee agrees, said transitional or modified duty may be assigned to a different shift or schedule other than the employee normally works. Although preference of light duty assignments will be given to work related injuries, the County agrees not to arbitrarily or capriciously deny such assignments.

Before returning from an authorized work related or non-work related injury leave, an employee must obtain a certification from the County's designated physician authorizing a return to duty. Under no circumstances shall an employee be allowed to return to work without a certificate.

F. Whenever an employee is disabled through injury or illness as a result of or arising from employment with the County and is eligible for Worker's Compensation Benefits as provided for above, the employee shall be granted total benefits as follows:

1. First twenty (20) work days during which Worker's Compensation benefits are paid – one hundred (100%) percent of employee's base wages.
2. Next thirty (30) work days during which Worker's Compensation benefits are paid – ninety (90%) percent of employee's base wages.
3. Next thirty (30) work days during which Worker's Compensation benefits are paid – eighty (80%) percent of employee's base wages.
4. Thereafter, such amounts as are payable under the Worker's Compensation Law of New Jersey. Payments provided in subsections 1, 2 and 3 are total payments and are not in addition to payments made pursuant to the Worker's Compensation Law.

**ARTICLE FIFTEEN**  
**SALARIES AND COMPENSATION**

Salaries for employees hereunder for the term of this Agreement shall be provided in the *Salary Guide* attached hereto and made a part hereof. All wages shall be authorized by an appropriate resolution to be adopted by the County. These increases shall be paid retroactively to January 1, 2009 as applicable to bargaining unit employees on the payroll as of January 1, 2009.

Employees who have received a major discipline of sixty (60) or more days of suspension will not be entitled to their next annual increase.

## **ARTICLE SIXTEEN**

### **FUNERAL LEAVE**

A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family up to a maximum of five (5) days. Funeral Leave shall commence upon notification of death and shall terminate the day following interment. Funeral Leave is for the purpose of attending the funeral of the decedent and/or making funeral arrangements relating thereto.

B. Immediate family for the purposes of this Article shall be defined as spouse, father, mother, grandfather, grandmother, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, step-children, step-parents, spousal grandparents or any other relationship recognized and protected by state statute.

C. The County may also permit employees to use up to three (3) sick days in special circumstances for funeral leave for an uncle, aunt or another personally significant individual.

D. In the event the services for the deceased are held out of state, the employee may charge any additional days in excess of those provided in Paragraph A hereof to accrued sick leave.

E. Request for funeral leave shall be subject to the approval of the Sheriff. Such approval shall not be unreasonably denied.

**ARTICLE SEVENTEEN**

**TEMPORARY ASSIGNMENT PAY**

(Not applicable. This Article and page left blank.)

## ARTICLE EIGHTEEN

### LONGEVITY

A. The following longevity plan shall be maintained by the County which is based upon employee's length of continuous and uninterrupted service with the County:

1. Five (5) years of service – 2 percent longevity based upon employee's base salary.
2. Ten (10) years of service – 4 percent.
3. Fifteen (15) years of service – 6 percent.
4. Twenty (20) years of service – 8 percent.
5. Twenty-Five (25) years or more of service – 10 percent.
6. Thirty (30) years or more of service – 12 percent.
7. Forty (40) years or more of service – 14 percent.

B. Longevity pay shall be computed as of January 1 and shall commence on January 1 of the year during which the employee's fifth anniversary date of hire occurs.

C. The parties agree that the County shall not provide longevity pay to employees hired after September 9, 1986. The above longevity plan shall only apply to employees hired prior to September 9, 1986. The intent of the parties is to provide for the "grandfathering" of longevity for employees of the County who were employed prior to September 9, 1986.

**ARTICLE NINETEEN**  
**SHIFT ASSIGNMENTS**

(Not applicable. This Article and page left blank.)

## ARTICLE TWENTY

### UNIFORMS

A. The County agrees to provide to each employee for the first year within the position hereunder up to the following uniforms, as needed, which the employee accepts and agrees to maintain in good condition except for ordinary wear and tear:

#### Sheriff's Captain and Lieutenant

- (1) Class "B" short sleeve shirt with badge patch, arm patch and nametag
- (4) Class "A" long sleeve white shirts – may substitute 1 L/S shirt for 2<sup>nd</sup> S/S shirt with arm patch
- (1) Class "B" trouser, w/no stripe
- (4) Class "A" trousers, w/stripe
- (1) Winter jacket with arm patch
- (1) Spring jacket with arm patch
- (1) Clip on tie
- (1) Hat with hat badge
- (1) Belt with ammo pouch and handcuff pouch
- (1) Whistle
- (1) ID Card
- (2) Sets of rank insignia bars
- (2) Badges: (1) duty badge and (1) off-duty badge

#### Correction Captain and Lieutenant

- (4) Class "B" short sleeve shirts with badge patch, arm patch and nametag
- (1) Class "A" long sleeve white shirt with arm patch and nametag
- (4) Class "B" trousers, w/no stripe
- (1) Class "A" trouser, w/stripe
- (1) Winter jacket
- (1) Spring jacket
- (1) Clip on tie
- (1) Hat with hat badge
- (1) Belt with ammo pouch and handcuff pouch
- (1) Whistle
- (1) ID Card
- (2) Baseball caps (1) Winter and (1) Summer
- (2) Sets of rank insignia bars
- (2) Badges: (1) duty badge and (1) off-duty badge

B. Thereafter, all members of this collective bargaining agreement will be required to purchase and maintain the uniforms as provided above for a set payment of one thousand (\$1,000.00) dollars yearly stipend shall be made to each

employee hereunder. Payment shall be made after budget approval each year on December 1<sup>st</sup>. This clothing reimbursement is earned by the employee on a prorated basis of 1/12<sup>th</sup> of the annual clothing allowance for each full calendar month of completed service. An employee's date of promotion to the rank of Lieutenant or Captain must be on or before the 1<sup>st</sup> day of the month in order to be eligible for payment for the month of promotion. No employee shall receive credit toward payment of a clothing allowance during the period of time while the employee is on suspension or leave of absence without pay. In the event an employee terminates employment during the calendar year, the employee shall be charged back for any unearned uniform allowance on a pro-rated basis.

C. The County will see that such employee is properly measured and fitted for said uniforms.

D. The County will pay for non-personal equipment and clothing items required for use during training. Such payment shall not cover any such item of equipment or clothing which is retained by the employee.

E. Any prescribed uniform item damaged in the course of duty shall be replaced at the County's expense, unless such damage was caused by the employee's negligence.

## **ARTICLE TWENTY-ONE**

### **BULLETIN BOARDS**

Bulletin Boards shall be made available by the County to include one for the use of the FOP at the jail and court. These Bulletin Boards may be utilized by the FOP for the purpose of posting official FOP announcements and other information related to the official business of the FOP, which is of a non-controversial nature. The FOP agrees that it will not post material which to a reasonable person may be considered profanely derogatory to any individual, or constitute election campaign or political material of any kind. The elected FOP Representative shall be responsible and accountable for all postings to the Bulletin Board. The Sheriff or his representative may have removed from the Bulletin Board any material, which does not conform to the intent and provisions of this Article.

Personnel and Special Orders regarding Sheriff's Office changes of shifts or assignments are to be posted on the Bulletin Board of the respective division.

## ARTICLE TWENTY-TWO

### WORK RULES AND SAFETY COMMITTEE

A. The County may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement. If it is alleged that any such rule or regulation is contrary to this Agreement then the FOP shall have the right to grieve with reference to same within ten (10) days after the same are posted or disseminated and/or a copy sent to the duly designated representative of the Cape May County Sheriff's Office Superior Officers Association, FOP Lodge #7.

B. A duly designated representative of the FOP may at his/her option represent this bargaining unit on the Sheriff's Department Safety Committee.

C. This Article is subject to the provisions of N.J.S.A. 34:13A-5.3 which provides inter alia that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

**ARTICLE TWENTY-THREE**  
**NO-STRIKE PLEDGE**

A. The FOP covenants and agrees that during the term of this agreement, neither the FOP nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the County. The FOP agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout, or other job action, it is covenanted and agreed that participation in any such activity by any FOP member shall entitle the County to invoke the following: Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the New Jersey Department of Personnel regulations.

C. The FOP will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County.

D. Nothing contained in this Agreement shall be construed to limit or restrict the County its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the FOP or its members.

## **ARTICLE TWENTY-FOUR**

### **NON-DISCRIMINATION**

A. There shall be no discrimination by the parties hereto against an employee on account of race, color, creed, gender, age, marital status, religion or natural origin, Ancestry, Nationality, Marital or Domestic partnership status, disability, Liability for Military service, Affection or sexual orientation, Atypical cellular or blood trait, genetic Information (including the refusal to submit to genetic testing).

B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. There shall be no discrimination, interference, restraint, or coercion by the County or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the FOP or because of any lawful activities by such employee on behalf of the FOP. The FOP, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the FOP. Members of other organizations within the Department who are not members of the FOP shall not discriminate against, interfere with, restrain or coerce or harass any employees covered by this Agreement who are members of the FOP or representatives of the FOP in the performance of their FOP duties.

**ARTICLE TWENTY-FIVE**  
**DUES DEDUCTION AND REPRESENTATION FEE**

A. Dues Deduction.

The County agrees to grant rights of dues deduction to the employee's selected union (FOP or PBA) and will deduct such membership dues from the pay of those employees who individually request in writing that such deductions be made. Such written request must be given to the County's Personnel Office. The County shall remit once a month the monies collected for this purpose to the union.

A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the union and approved by the County during the month following the filing of such card with the County.

The union shall indemnify and save the County harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the union pursuant to Section A of this Article.

Any such written authorization may be withdrawn at any time by filing a written notice of such withdrawal with the County's Personnel Officer. Withdrawals shall become effective fifteen (15) days after such filing.

B. Representation Fee.

In addition, in accordance with the provisions of N.J.S.A. 34:13A-5.5, the County agrees to deduct from the salaries of its Employees subject to this Agreement, but not members of the union (FOP or PBA), a representation fee in lieu of dues for services rendered by the majority representative in an amount equal to eighty-five (85%) percent of the regular membership dues, fees and assessments paid by members of the FOP, less the cost of benefits financed through the dues and assessments and available to and benefiting only members of the FOP. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(e), as amended. Said monies, together with records of any

corrections, shall be transmitted to the FOP during the month following the monthly pay period in which deductions were made. Implementation of a payroll deduction for a representation fee will commence with a notification from FOP, but not to exceed sixty (60) days from the date of notice.

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the FOP shall furnish to the County two (2) months' written notice prior to the effective date of such change.

The FOP agrees to furnish the County with a copy of its "demand and return system" which must be established and maintained by the FOP in accordance with law.

The FOP shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken in making deductions and remitting the same to the FOP pursuant to Section B of this Article.

**ARTICLE TWENTY-SIX**  
**LEAVES OF ABSENCES**

**A. PREGNANCY – DISABILITY (MATERNITY LEAVE)**

1. Permanent employees covered by this contract shall be entitled to pregnancy disability leave as hereinafter set forth and consistent with New Jersey Department of Personnel Regulations.
  2. Permanent employees who request leave, with or without pay, for reason of disability due to pregnancy shall be granted the same terms and conditions as sick leave or leave without pay. Request for such leave must be made by the employee in writing to the County.
  3. The County may request and receive acceptable medical evidence that the employee is unable to perform her work due to disability because of pregnancy.
  4. An employee may use accrued leave time (e.g., sick, vacation, personal days) for pregnancy-disability purposes, however, the employee shall not be required to exhaust accrued leave before taking a leave without pay for pregnancy disability.

**B. LEAVES OF ABSENCE WITHOUT PAY – GENERAL**

1. A permanent full-time employee covered by this Agreement may be granted leave of absence without pay upon written application to the County Board of Chosen Freeholders.
2. Requests for leave of absence shall be submitted in writing conforming to the County's Leave of Absence Policy, stating the reason for the request, the date the leave begins, and the probable date of return.
3. Leaves may be granted or denied at the sole discretion of the County Board of Chosen Freeholders.

C. MILITARY LEAVE

Leave of absence for military service will be granted in accord with applicable State and Federal Law.

D. EMPLOYMENT DURING LEAVE PERIOD

Employees may not be gainfully employed during the period of such leaves. Falsification of the reason for leave, or failure to return promptly at the expiration of a leave shall be considered reason for termination. Leaves shall be granted or denied in writing.

E. MEDICAL/FAMILY LEAVE

1. Medical/Family leaves of absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" and the "New Jersey Family Leave Act" and the regulations promulgated pursuant to those statutes, as well as the Family Leave Policy adopted by the County. Credited Time equates with Accrued time for purposes of this agreement.

2. Under the provisions of these statutes, an employee is entitled to twelve (12) weeks of leave during a twelve-(12) month or twenty-four (24) month period, whichever is applicable. Employees shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, an employee may take leave to care for a parent, child, or parent-in-law.

3. The circumstances under which leave may be taken vary depending on the type of leave requested and the County will grant leave in accordance with the provisions of each applicable statute, the regulations issued for each applicable statute, and judicial decisions interpreting the requirements of each statute.

4. The County will issue a County Family Leave Policy in accordance with this Article.

New Jersey Paid Family Leave

The County reserves the right to require employees to exhaust any sick time, vacation time or compensatory time permitted by statute before being eligible under this leave provision.

## **ARTICLE TWENTY-SEVEN**

### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE TWENTY-EIGHT**  
**FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article is subject to the statutory mandate set forth at N.J.S.A.

34:13A-5.3.

**ARTICLE TWENTY-NINE**  
**DEPARTMENTAL INVESTIGATIONS**

A. In an effort to insure that department investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interview of a member of the Sheriff's Office shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interview shall take place at a location designated by the Sheriff. Usually it will take place at a Sheriff's Office facility or the location where the incident allegedly occurred.
3. The employee shall be informed of the investigation before any interview commences. Sufficient information to reasonably apprise the employee(s) of the allegations should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen-(15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two-(2) hours.
5. The employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every stage of the proceedings, the Sheriff's Office shall afford an opportunity for an employee, if he so requests, to consult with counsel and/or his union representative before being questioned concerning a violation of the Rules and Regulations during the interview of an employee, which shall not delay the interview beyond one (1) hour for consultation with his union representative, nor more than two (2)

hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

7. In cases other than departmental investigations, if an employee is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Sheriff's Office or its Officers of the ability to conduct the routine and daily operations of the Sheriff's Office.

## **ARTICLE THIRTY**

### **COLLEGE CREDITS**

A. The County will pay for tuition costs for approved college credits from an institution whose accreditation is recognized by the State of New Jersey for law enforcement or criminal justice courses or courses that have a tangible benefit to the Sheriff's Office, after successful completion of the course and agreement by the employee for thirty-six (36) months of continued employment. If an employee leaves employment with the County during the thirty-six (36) month period, the employee shall reimburse the County for any sums paid hereunder or the County can withhold such sum from any final wage or benefit payments due the employee. All courses to be submitted for approval by a member must be turned in prior to January 15<sup>th</sup> and July 15<sup>th</sup> of each year for payment of said credits.

B. Members shall submit a copy of an official transcript from their respective college to the Sheriff and the FOP Representative in order to take advantage of this Section.

Any Superior officer covered under this agreement who possesses or obtains a two year degree in any police science curriculum, he/she shall receive an increase in his/her salary of \$1,200. When any superior officer covered under this agreement earns a four-year degree in any police science curriculum, he/she shall receive an increase in his/her salary of \$1,950.

The monetary amount of payment acquired by a member through this section biannually within a reasonable time after said courses have been submitted for approval.

C. Any employee, as of the date of the execution of this agreement, who has an AA or BA degree in an approved law enforcement or criminal justice curriculum acquired while not in the employ of the County will obtain said payment above.

## **ARTICLE THIRTY-ONE**

### **FAIR LABOR STANDARDS ACT**

A. It is acknowledged that commencing on April 15, 1986, the County shall be required to comply with the provisions of the Fair Labor Standards Act (FLSA) and the regulations promulgated thereunder as they relate to employees covered by this Agreement. The County reserves the right to take appropriate action to ensure such compliance, including, but not limited to:

1. The exercising of any election or option available to it under FLSA or the regulations provided that change in work periods under Section 7(k) shall not be made arbitrarily or capriciously by the County;
2. The awarding of compensatory time in lieu of monetary compensation and overtime within the limits of FLSA and establishing procedures under which an employee can use FLSA compensatory time within a reasonable period after making the request if the use of compensatory does not unduly disrupt the operations of the department;
3. The establishing of procedures to monitor and control hours worked and overtime;
4. The crediting of any overtime pursuant to this Agreement against any overtime obligation incurred under FLSA;
5. Compensating an employee upon termination of employment for unused FLSA compensatory time at a rate of compensation not less than:
  - a. The average regular rate received by such employee during the last three (3) years of employment; or,

- b. The final required rate received by such employee, whichever is higher;  
and,
6. Refraining from discrimination against an employee because he/she asserted coverage under the overtime provisions of FLSA.

## ARTICLE THIRTY-TWO

### PERSONNEL FILES

Written warnings that are contained in the employee's County personnel file will be removed after a period of one year, if there is no repeated similar infraction of County policy by the employee. However, it is understood that the written warning will be maintained in the classified internal affairs file and can be used if needed to establish progressive discipline.

*PW*

## ARTICLE THIRTY-THREE

### TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2009 to December 31, 2012. Contract modifications shall be effective upon the signing of this Agreement except for wages, which shall be paid in accordance with the *Salary Guide* (Schedule "A").

This Agreement shall continue in full force and effect from year-to-year thereafter, unless one party or the other gives notice, in writing, at least one hundred eighty (180) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

FRATERNAL ORDER OF POLICE  
(FOP) LODGE #7

By: Kathleen Krych 4/13/09

ATTEST:

B. Dolan 4/13/09

THE COUNTY OF CAPE MAY  
BOARD OF CHOSEN FREEHOLDERS  
CAPE MAY COUNTY, NEW JERSEY

By: Daniel Beyel  
Daniel Beyel  
Director

ATTEST:

Stephen O'Connor  
Stephen O'Connor  
County Administrator

APPROVED AS TO FORM

A. C. Porto  
A. C. Porto, Esquire  
County Counsel

*BW*

Re: Agreement Between Cape May County,  
Cape May Court House, NJ and Cape May  
County Sheriff's Office, Superior Officers'  
Association / FOP Lodge #7,  
1/01/09-12/31/12

**ATTACHMENT "A"**

**SALARY GUIDE**  
**FOR**  
**SHERIFF'S OFFICER & CORRECTION OFFICER**  
**LIEUTENANTS & CAPTAINS**  
**1/01/09 to 12/31/12**

<u>Title</u>	<u>Current Salary</u>	<u>1/01/09</u>	<u>1/01/10</u>	<u>1/01/11</u>	<u>1/01/12</u>
Lieutenant	\$76,267	79,768	83,408	87,194	92,882
Captain	\$82,267	85,768	89,408	93,194	98,882